

NEWS RELEASE



FROM THE LOYOLA OF MONTREAL

OFFICE OF DEVELOPMENT AND
PUBLIC RELATIONS

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FOR IMMEDIATE RELEASE

DR. SANTHANAM AND LOYOLA COLLEGE

The Board of Directors of the Association of Universities and Colleges of Canada, at its meeting of 29-30 January, heard a report from a Committee, chaired by Dr. H. H. Saunderson, on the case of Dr. S. Santhanam and Loyola College. The Board approved release of the report to the Press and a copy is attached. Questions should be addressed to Dr. Saunderson, President of University of Manitoba, tel.no. 204-474-9110, Dr. G. C. Andrew, Executive Director of the Association of Universities and Colleges of Canada, tel. no. 613-237-3330, or Jeffrey Holmes, Director of Information, Association of Universities and Colleges of Canada, tel.no. 613-237-3330.

February 2, 1970

THE FOLLOWING STATEMENT WHICH WAS RELEASED TO THE PRESS IN OTTAWA EARLIER TODAY WAS COMMUNICATED TO LOYOLA COLLEGE BY THE ASSOCIATION OF UNIVERSITIES AND COLLEGES OF CANADA.

In October 1969, Loyola College, a member of the Association of Universities and Colleges of Canada, appealed to the Association in protest against what it considered to be an unwarranted intervention on the part of the Canadian Association of University Teachers on behalf of a member of the Department of Physics, Dr. S. Santhanam, whose contract had not been renewed. The Board of Directors referred the matter to a committee consisting of Dr. Hugh Saunderson, Dr. Roger Gaudry, Dr. Roger Guindon, Dr. G. C. Andrew, Monsignor Jacques Garneau and Dr. W. J. Waines and requested the committee to hold a watching brief on the case. The committee requested the College to inform them of the facts of the case and to provide supporting documentation. The facts of the case which, to the best of our knowledge, have not been disputed are as follows :

In 1963, Dr. Santhanam was appointed on a two-year contract as Assistant Professor of Physics at Loyola.

In 1965-1966 Dr. Santhanam was offered a one-year contract only, instead of a three-year contract which he might have expected had his performance been fully satisfactory. He accepted the one-year contract.

In 1966-1967 Dr. Santhanam received an additional one-year contract only. He appealed to the Committee on Appointments, Rank and Tenure requesting promotion and a three-year contract. The C.A.R.T. turned down the request and offered only a one-year contract, which he accepted.

In 1967-1968 Dr. Santhanam received a further contract for one year only.

On December 5th, 1967 he was notified that the College, after consultation with C.A.R.T., did not plan to offer him a further contract after July 1st, 1968.

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On December 17th, 1967 Dr. Santhanam made a special plea asking to stay on at Loyola for just one more year in order to finish research in hand and in a letter to his Departmental Chairman and the Dean of Science, he assured them that he had no intention of staying at Loyola after July 1969, adding "May I therefore ask you to plead on my behalf to the higher authorities for a reconsideration of my case in the light of these circumstances." It is clear that as an act of compassion Loyola revised its previous decision and granted Dr. Santhanam a further contract of one year to expire on July 31st, 1969.

On December 12th, 1968 a notice of termination was sent to Dr. Santhanam confirming that his services would end on July 31st, 1969.

The case is one of non-renewal of contract and it appears from the evidence that the authorities of Loyola College fulfill all the requirements of giving due notice of non-renewal and that they indeed reversed their decision of non-renewal in 1968 on the urgent plea of Dr. Santhanam and his assurance that he had no intention of staying on after July 1969.

It would seem clear that any person to whom Dr. Santhanam would appeal would have to advise him that he had, in fact, no case in law, and that moreover, he had been compassionately treated by the College when it granted a further one-year extension.

It is apparent that the Santhanam Case became involved with an internal struggle going on at Loyola College which has to do with the future definition of Loyola's place in higher education within the Province of Quebec and with the adequacy of the existing and future governing structures. We have not been involved in these matters which are currently being reviewed by a one-man commission appointed by the Government of Quebec. We have therefore expressly concerned ourselves with the case of Dr. S. Santhanam only.

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On January 20th, the Canadian Association of University Teachers distributed to Loyola College a report of their committee on enquiry in the Santhanam case. The report in short recommends "that the Santhanam case should be put to arbitration morally binding on Dr. Santhanam and on Loyola College."

This recommendation raises some very important questions for the future of the Canadian academic community.

The report gives two reasons for making the recommendation.

1. "The handling by the College of Dr. Santhanam's appointments from 1964 on has been so confused and misleading that it is not clear if Dr. Santhanam has been fairly dealt with."
2. "Despite repeated assertions by the college that the case is closed, and in spite of the fact that all the internal avenues of appeal and reconsideration have been explored during the past two years, it is evident that approximately half the College faculty and a considerable percentage of the student body remain unconvinced that Dr. Santhanam has been fairly dealt with."

With regard to the first point, we have gone over the evidence and it seems to us clear that a man who has received the series of appointments outlined above must have been aware of his standing in the institution. We can find no evidence that the handling of his appointments by the College officers was either confused or misleading. The first reason given by the Canadian Association of University Teachers would also seem to be saying that anyone who does not wish to accept the verdict of the authorities of his department, his faculty and the Committee on Appointments, Rank and Tenure, with respect to non-renewal of appointment has the right to appeal for yet one more review.

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This position would seem to encourage everyone who is not satisfied to accept a non-renewal of appointment to make a case for binding arbitration. Quite apart from the expense involved, the time and effort which would have to be consumed would certainly tend to discourage the properly constituted university authorities from proceeding with efficient staff selection and would encourage the acceptance of marginal service as an alternative to prolonged procedural involvements. Such a situation would not be in the best interest of the institution as a whole or of the students in it. The C.A.U.T. committee's second reason for recommending arbitration would seem to suggest that the presence of a body of supporters (for reasons which may or may not be concerned with this specific case) warrants the acceptance of an additional new and outside level of authority in the university's administrative processes. The C.A.U.T. for some years now has been urging binding arbitration in cases involving the dismissal of persons having tenure. In the Santhanam case the urging is extended to govern the case of a person whose contract has not been renewed for reasons which seemed adequate to the properly constituted bodies within the College. The A.U.C.C. is aware of the case that has been made for binding arbitration in the case of the dismissal of tenured persons, but in the present case we are now faced with the recommendation that binding arbitration be extended to cover cases of non-renewal of contract, when the person whose contract has not been renewed continues to have a sense of grievance. The basis of a non-tenured appointment, such as that given to Dr. Santhanam, is to let the individual see if he likes the institution well enough to wish to stay there and to let the institution see if it thinks the individual whom it wishes to keep on a more permanent basis in the light of its developing program and the part that that individual can play in them. If either party to the appointment is not happy

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with the relationship, the appointment should not be renewed and no committee of arbitration should be established to force the institution to keep an individual it doesn't want or to force an individual to stay if he doesn't want to remain. There is no suggestion in the Santhanam case that academic freedom has been involved. We should perhaps take note of the fact that the case has been widely reported as a case of dismissal without stated cause. This is of course not a case of dismissal and we do not think that it is necessary to state the case in cases of non-renewal of contract. We are of the opinion that the recommendation of the C.A.U.T. committee for binding arbitration should not be accepted, even though we deplore the fact that those who have encouraged Dr. Santhanam to seek a redress to which he is not entitled have left him in doubly difficult circumstances.

Board of Directors,

A.U.C.C.